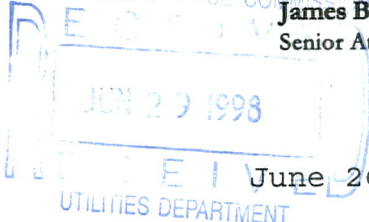




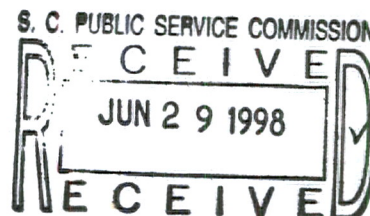
S. C. PUBLIC SERVICE COMMISSION

James B. Wright
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Wake Forest, North Carolina 27587-5900
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June 26, 1998



Mr. Charles W. Ballentine
Executive Director
South Carolina Public Service Commission
111 Doctors Circle
P. O. Box 11649
Columbia, SC 29211

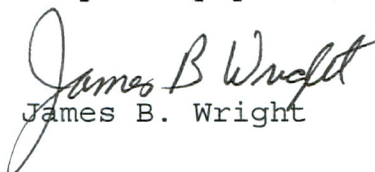
Re: Approval of CMRS Interconnection Agreement Negotiated
by United Telephone and Southern Wireless

Dear Mr. Ballentine:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, United Telephone Company of the Carolinas ("United") and Southern Wireless, L.P. are submitting to the South Carolina Public Service Commission their negotiated agreement for the interconnection of United's local exchange network and Southern Wireless' commercial mobile radio service network. An original and five copies of the agreement are enclosed.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and, therefore, request that the Commission approve their agreement.

Very truly yours,


James B. Wright

JBW:mhh

Enclosures

cc: Marty Bocock
Laura Sykora
William Jones
Mike Buckmaster

#15056

ACCEPTED FOR PROCESSING - 2019 December 10 3:09 PM - SCPSC - 1998-348-C - Page 1 of 44

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POSTED
7/14/98



ACCEPTED
Legal 206-29-98

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
JUN 29 1998
RECEIVED

COMMERCIAL MOBILE RADIO SERVICES (CMRS)
INTERCONNECTION
AGREEMENT

BETWEEN

SOUTHERN WIRELESS, L. P.

AND

UNITED TELEPHONE COMPANY OF THE CAROLINAS

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
JUN 29 1998
RECEIVED
UTILITIES DEPARTMENT

This Agreement represents the positions of Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Southern Wireless, L. P., ("Carrier), a South Carolina Limited Partnership, and United Telephone Company of the Carolinas, ("Sprint"), a South Carolina corporation, hereinafter collectively, "the Parties", entered into this ____ day of May, 1998.

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the South Carolina Public Service Commission, (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior agreements, both written and oral, applicable to the state of South Carolina;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Interconnection
- III. Network Maintenance and Management
- IV. Access to Telephone Numbers

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier thirty (30) days' prior written notice of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the tariff shall control to the extent allowed by law or Commission Order.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Carrier shall not order services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final legislative, regulatory, judicial order, rule or regulation or other legal action that revised or reverses the Act, the FCC's First Report and Order in CC Docket No. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act, either party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions of this Agreement.

2.3 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination to the extent that Carrier had the right and/or opportunity to participate in said proceeding (regardless of whether Carrier actually participates.) Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the final order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to

petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

2.4 In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to Carrier its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.5 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.

3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement for a period one year, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

3.3 Either party may terminate this Agreement at the end of the term by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

3.4 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default

and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6 If Sprint sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of exchanges, Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.

4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable tariff or, if there is no tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per

month of the balance due, until the amount due, including late payment charges, is paid in full.

4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One

and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging Carrier for such costs as permitted under a Commission order.

Section 7. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to

indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. *Indemnification*

8.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnified Party's subscribers for nonpayment.

8.3 When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.

8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

9.1 In addition to any other rights or remedies, and unless specifically provided herein and to the contrary, either Party may sue in equity for specific performance.

9.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 10. Confidentiality and Publicity

10.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential

and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

10.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

10.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

10.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may

reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

10.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 11. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Section 12. Assignment and Subcontract

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

12.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

Section 13. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of South Carolina, without regard to its conflicts of laws principles, shall govern. In all other respects, in the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

Section 14. Relationship of Parties

It is the intention of the Parties that Sprint be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 15. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Sprint from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 16. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint:	Regional Director Carrier Markets 14111 Capital Blvd. Wake Forest, NC 27587 Mail Code: NCWKFR0304	If to Carrier:	General Manager 870 William Hilton Pkwy P. O. Box 5986 Hilton Head, SC 29938
		With a copy to:	William W. Jones, Jr. Jones, Scheider & Patterson Attorneys at Law P. O. Drawer 7049 Hilton Head, SC 29938

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 16.

Section 17. Waivers

17.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

17.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

17.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

Section 19. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 20. Dispute Resolution Procedures

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

20.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

20.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

20.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 20.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

Section 21. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

Section 22. Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which

the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 23. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 24. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 25. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 26. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations,

statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 27. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 28. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 29. Implementation

29.1 Implementation Team. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Approval Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

29.2 Implementation Plan. Within one hundred twenty (120) days after the Approval Date, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan").

29.3 Action of the Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of

the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

Section 30. Federal Jurisdictional Areas

Carrier agrees it will not market to or attempt to secure any customer located in an area having exclusive federal jurisdiction, such as a fort, without providing to Sprint written authorization from the appropriate federal entity allowing the Carrier to provide service to this area.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

SOUTHERN WIRELESS, L.P. ,
By: Hargray Wireless, L.L.C., its
General Partner
By: Hargray Holdings Corporation, its
Managing Member

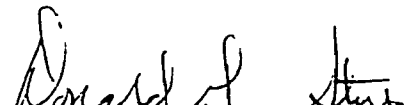
By: 

Name: Michael R. Shepard

Title: Senior Vice President

Date: June 1, 1998

**UNITED TELEPHONE COMPANY OF
THE CAROLINAS**

By: 

Name: Donald G. Steele

Title: Regional Director—Carrier Markets

Date: 6.3.98

PART B -- DEFINITIONS

"ACCESS SERVICE REQUEST" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Carrier and Sprint for Local Interconnection.

"ACT" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either party, or the right to control the business decisions, management and policy of another entity.

"APPROVAL DATE" is the date on which Commission approval of the Agreement is granted.

"BUSINESS DAY (S)" means the days of the week excluding Saturdays, Sundays, and all legal holidays.

"CENTRAL OFFICE SWITCH", "END OFFICE", "TANDEM" OR "MOBILE SWITCHING CENTER" (hereinafter "Central Office, CO or MSC") - means a switching facility within the public switched telecommunications network, including, but not limited to:

End Office Switches which are switches from which end user Telephone Exchange Service are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Mobile Switching Center (MSC) is an essential element of the PCS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

"COLLOCATION" means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated

space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.

"COMMERCIAL MOBILE RADIO SERVICES" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"COMMISSION" means the [insert name of state commission].

"COMMON TRANSPORT" provides a local interoffice transmission path between Sprint tandem switch and a Sprint or CMRS, MSC, MTSO or Paging Switch. Common transport is shared between multiple customers and is required to be switched at the tandem.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"DEDICATED TRANSPORT" provides a local interoffice transmission path between Sprint and/or CMRS, MSC, MTSO or Paging Switch. Dedicated transport is limited to the use of a single customer and does not require switching at a tandem.

"FCC" means the Federal Communications Commission.

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.

"INCUMBENT LOCAL EXCHANGE CARRIER" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

"INTERCONNECTION" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

"INTEREXCHANGE CARRIER" ("IXC") means a provider of interexchange telecommunications services.

"LOCAL TRAFFIC" for purposes of the establishment of interconnection and reciprocal compensation and not for purposes of billing end-user customers under this Agreement, local traffic (excluding Commercial Mobile Radio Services traffic, e.g.,

paging cellular, PCS) that is originated and terminated within a given local calling area, or mandatory expanded area service (EAS) area, as defined by the state commission or, if not defined by state commissions, then as defined in existing Sprint tariffs; or telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a).

"MAJOR TRADING AREA" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in Section 47 C.F.R. 24.202(a).

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

"NUMBERING PLAN AREA" ("NPA"-sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"ORDERING AND BILLING FORUM" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PARTIES" means, jointly, Southern Wireless, L. P. and Sprint, and no other entity, affiliate, subsidiary or assign.

"PERCENT LOCAL USAGE" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"POINT OF INTERCONNECTION" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"TANDEM, "TANDEM OFFICE SWITCHES" or "TANDEM SWITCHING" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TARIFFS" - a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATION SERVICES" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"TRUNK-SIDE" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

UNDEFINED TERMS - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

"VIRTUAL RATE CENTER" means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ATTACHMENT I

PRICE SCHEDULE

1. General Principles

- 1.1 Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. Interconnection and Reciprocal Compensation

- 2.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.
- 2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment II of this Agreement.

Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. For lines that are IntraLATA PIC assigned to Sprint, or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at the appropriate rate out of Sprint's tariff.

- 2.3 Carrier shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when Carrier uses a Sprint access tandem to terminate a local call to a third party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate a local call to a third party LEC or another Carrier.

- 2.4 Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent state Commissions.
- 2.5. Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Sprint, Sprint will bill Carrier a state specific composite rate for all usage. This composite rate will be developed using the individual rate elements set forth in Table 1 of this Agreement, weighted to reflect Carrier's specific network configuration and traffic flow. Similarly, until Carrier has measurement capabilities, Carrier will bill Sprint a rate developed using the applicable individual rate elements set forth in Table 1. The Parties may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either party.

Table 1

United Telephone Company of the Carolinas South Carolina

<u>Rate Element</u>	<u>Rate</u>
End Office Switching	0.003715
Common Transport	0.005022
Tandem Switching	0.001783
Interconnection Facilities:	
DS-1	Rate Varies
DS-3	Rate Varies

ATTACHMENT II

INTERCONNECTION

A. Scope - Carrier shall interconnect with Sprint's facilities as follows at Parity for the purpose of routing or terminating traffic:

1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI"). The POIs are the point(s) of physical interconnection. Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs).

A VRC is only permitted when the chosen virtual exchange meets the following criteria:

- a) it is a Sprint exchange;
 - b) it is served by the same access tandem and is within the same NPA and LATA as the exchange where Carrier's Type 2A interconnection exists;
 - c) it is in a different local calling area than the exchange where Carrier's interconnection exists; and
 - d) it is within the same Revenue Accounting Office ("RAO") where the Carrier's interconnection exists.
2. Interconnection to a Sprint End Office(s) with Type 2B trunks, will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.
3. Should the parties agree to interconnection at a Sprint Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Sprint end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Sprint facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Sprint tandem for transit purposes will provide Carrier interexchange access to Sprint, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide Carrier access to Sprint's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Sprint local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
6. Sprint agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
7. The provisions of this Section shall apply to Sprint's interconnection to Carrier's network for the purpose of routing all the types of traffic.

B. Exchange of Traffic - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:

1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra\interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
4. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.

5. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multi-frequency signaling.
6. Where technically available, Sprint and Carrier agrees to provide CIP (Carrier Identification Parameter). CPN (Calling Party Number), at a minimum, will be provided within Carrier's SS7 call set-up signaling protocol at no charge.
7. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.

C. Types of Traffic and Services - The types of traffic to be exchanged under this Agreement include:

1. **Local Traffic.** For the purposes of compensation between Carrier and Sprint under this Agreement for interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas.
2. **Switched access traffic** as specifically defined in Sprint's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network to the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic.
3. **Transit service.** This means the delivery of local or intraLATA toll and switched traffic by Carrier or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched

traffic originated from Carrier or Sprint and delivered to such third party LEC, ILEC or CMRS provider; and intraLATA 800 traffic.

a. Terms and Conditions

- i) Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party.
- ii) Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

b. Payment Terms and Conditions

- i) In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
 - a) The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and
 - b) If the terminating company requests, and the transiting company does not provide, the terminating company with the originating record in order for the terminating company to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.

c. Billing Records and Exchange of Data

- i) Parties will use best efforts to convert all networks transporting transit traffic to deliver each call to the other

Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate Transactional Capability Application Party (TCAP) messages in order to facilitate full interoperability and billing functions.

- ii) The transiting Party agrees to provide the terminating Party information on traffic originated by a third party LEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, Carrier agrees to reimburse Sprint for its direct costs of providing this information.
 - iii) To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.
- 4. IntraLATA toll traffic. This traffic is defined in accordance with Sprint's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.
- 5. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance;
 - b. 911/E911;
 - c. Operator call termination (busy line interrupt and verify);
 - d. LIDB; and
 - e. Information services requiring special billing. (e.g., 900 and 950)
- 6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Sprint will provide transit switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Sprint; (c) IXC's, and (d) other CMRS carriers.
- 7. Sprint agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Sprint and Carrier

reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Sprint recording equipment to be installed for sampling purposes in conjunction with such audit. Sprint may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Sprint shall directly bill termination charges to the other CMRS carrier.

D. Compensation

1. Local Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Sprint rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example a call terminating from Carrier over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching.
 - a. Termination (End Office Switching). The rates set forth on Exhibit 1 shall be used. However, in the event, the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement.
 - b. Transport. Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein.
 - c. Tandem Charge. Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein.
 - d. Additions to an existing and/or new line-side connection between a CMRS provider's switch and Sprint's central office, or a trunk-side

connection, will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.

2. Local Traffic Terminating to Carrier. Carrier shall charge Sprint for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, the first MSC will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example, a call terminating from Sprint over Carrier facilities through two Carrier MSCs would include charges from Carrier to Sprint for transport from the Sprint tandem, tandem switching, transport to the final MSC, and end office switching.

Should Carrier interconnect at multiple End Offices, Carrier shall charge the appropriate rate for each End Office. To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual traffic, Carrier shall bill Sprint based upon 25% of the traffic volumes billed from Sprint to Carrier. Carrier shall not charge Sprint the Tandem switching component of the charges except as described in the preceding paragraph. This billing arrangement assumes that approximately 80% of the total traffic between Carrier and Sprint is Sprint terminating traffic. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating from Sprint to Carrier.

3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.
4. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable.
5. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.
6. Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have

filed with and received approval of relevant cost studies from the pertinent state Commissions.

E. Billing

1. Sprint and Carrier agree to conform to MECAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Sprint for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Sprint/Subsequent Billing Sprint billing cycles in conformance with MECAB and MECOD guidelines.

2. Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Sprint shall be responsible for provisioning 50% of the interconnection facilities or to the Sprint exchange boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Sprint exchange boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.

For existing facilities, Sprint and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. Initially the percentage of the total traffic will be set at approximately 80% Carrier originated traffic and approximately 20% Sprint originated traffic until such time as an actual traffic study can be conducted to determine the actual percentage. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.

3. No discrete development charges shall be imposed on Carrier or Sprint for the establishment of standard meet point billing arrangements.
4. Carrier and Sprint agree to implement industry standard CARE records for correct provisioning and billing to IXC's.
5. Exchange of Records.
 - a. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and

Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.

- b. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
6. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

ATTACHMENT III

NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Sprint agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.
5. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.

7. Carrier shall receive prior notification of any scheduled maintenance activity performed by Sprint that may be service affecting to Carrier customers.

- B. Restoration of Service in the Event of Outages** - Sprint restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Sprint will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Sprint network requirement.

- C. Service Projections** - Carrier shall make available to Sprint periodic service projections, as reasonably requested, including busy hour usage for Sprint's access capacity. Sprint shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

D. Quality of Service

1. Sprint shall provide Carrier with the same intervals and level of service provided by Sprint to its end-users or other carriers at any given time.
2. Interconnection quality of service should be at parity with that provided by Sprint for its own services.
3. A blocking standard of one percent (1%) (P.01) during the average busy hour shall be maintained on an average basis for all local interconnection facilities.

4. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
5. Sprint will, where available and technically feasible, provide to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled elements available to Carrier shall include:
 - a) Treatment during overflow/congestion conditions;
 - b) Equipment/interface protection;
 - c) Power redundancy; and
 - d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.
6. Carrier and Sprint will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

E. Information

1. Sprint must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Sprint and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Sprint and Carrier will exchange semi-annually technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
 - 3.1. In the event that Carrier over-forecasts its trunking requirements by 20% or more, and Sprint acts upon this forecast to its detriment, Sprint may recoup any actual and reasonable expense it incurs.
 - 3.1.1. The calculation of the 20% over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

- 3.1.2 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
4. Trunk Servicing - Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for local service ordering.

ATTACHMENT IV

ACCESS TO TELEPHONE NUMBERS

- A. **General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.
- B. **Compensation** - To the extent that Sprint assigns NXXs, Sprint will assign NXXs to Carrier at the same rates/charges it imposes upon itself.
- C. **Quality of Service** - Upon request and for a reasonable administrative charge, Sprint will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.